

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

LYDIA D. LAGUNZAD, an individual,
MARCELA D. LAGUNZAD, an individual and
GINA L. BALAGATAS, an individual,

Plaintiff,

vs.

THE PRUDENTIAL LIFE INSURANCE
COMPANY OF AMERICA, a New Jersey
corporation and MARIA CARMELITA
DEJESUS ENDOZO, an individual,

Defendant.

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA,

Counter-Claimant,

vs.

LYDIA D. LAGUNZAD, an individual,
MARCELA D. LAGUNZAD, an individual,
GINA L. BALAGATAS, an individual, and
MARIA CARMELITA DEJESUS ENDOZO, an
individual,

Counter-Defendants.

Case No. C10-05777 JSW

~~[PROPOSED]~~ ORDER RE:

**(1) DISCHARGE AND RELEASE OF
COUNTER-CLAIMANT AND
DEFENDANT THE PRUDENTIAL
INSURANCE COMPANY OF
AMERICA;**

(2) DISBURSEMENT OF FUNDS;

**(3) DISCHARGE AND RELEASE BY
AND AMONG DEFENDANTS; AND**

**(4) DISMISSAL OF ENTIRE ACTION
AND COUNTER-CLAIM**

ORDER

Based upon the Parties' settlement in this action at the Settlement Conference held on May 24, 2011, the essential terms of which were put on the record and will be formalized in a settlement agreement (the "Settlement Agreement") and good cause appearing:

IT IS HEREBY ORDERED that the Counter-Claim in Interpleader was properly brought by Counter-Claimant and Defendant THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey corporation ("PRUDENTIAL"), and that the sum of Two Million Dollars and No Cents (\$2,000,000.00), represents the total death benefit proceeds and interest payable under the subject group insurance contract, Group Contract No. G-45473-CA, issued by Prudential to Sybase, Inc. (the "Policy"), as a result of the death of the deceased, Edgardo Lagunzad (the "Proceeds").

IT IS FURTHER ORDERED that except for the obligations set forth in this Order and under the Settlement Agreement, PRUDENTIAL and its owners, shareholders, partners, officers, directors, employees, agents, general agents, legal representatives, predecessors, successors, assignees, parent corporations, subsidiaries, affiliates, attorneys, re-insurers, and insurers are discharged, released, and relieved from any and all further liability or responsibility to Plaintiffs LYDIA D. LAGUNZAD, MARCELA D. LAGUNZAD, and GINA L. BALAGATAS ("PLAINTIFFS"), and also to Defendant MARIA CARMELITA DEJESUS ENDOZO ("ENDOZO"), whether claiming by, through, or under any said individuals, in any way arising out of or in any way connected with the Policy, the proceeds payable under the Policy by reason of the death of Edgardo Lagunzad, Plaintiffs operative Second Amended Complaint ("SAC") in this Action, the Counter-Claim in Interpleader, and/or the facts set forth herein.

IT IS FURTHER ORDERED that PLAINTIFFS and ENDOZO are permanently enjoined and restrained from instituting, prosecuting, or taking any further steps or proceedings against PRUDENTIAL, its owners, shareholders, partners, officers, officers, directors, employees, agents, general agents, legal representatives, predecessors, successors, assignees, parent corporations, subsidiaries, affiliates, attorneys, re-insurers, and insurers in any action, suit or proceeding, relating to or on account of this Action, the Counter-Claim in Interpleader, in any way arising out of or in

any way connected with the Policy which is the subject of this Action, and/or the benefits payable under the Policy other than to enforce or interpret the terms of this Order and the Settlement Agreement.

IT IS FURTHER ORDERED that from the Proceeds, PLAINTIFFS shall receive the sum of One Million Dollars and No Cents (\$1,000,000.00). From this sum, Plaintiff LYDIA D. LAGUNZAD shall receive the sum of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00), Plaintiff MARCELA D. LAGUNZAD shall receive the sum of Two Hundred Fifty Thousand Dollars and No Cents (\$250,000.00), and Plaintiff GINA L. BALAGATAS shall receive the sum of Five Hundred Thousand Dollars and No Cents (\$500,000.00). The check for the sum of \$1,000,000.00 to be paid to PLAINTIFFS shall be paid within fourteen (14) calendar days following the entry of this Order, shall be made payable to "Katzoff & Riggs Attorney Trust Account," and shall be provided to said payees, care of Aaron J. Ehrlich, Esq., Katzoff & Riggs, 1500 Park Avenue, Suite 300, Emeryville, CA 94608.

IT IS FURTHER ORDERED that from the Proceeds, Defendant MARIA CARMELITA DEJESUS ENDOZO shall receive the sum of One Million Dollars (\$1,000,000.00). The check for the sum of \$1,000,000.00 to be paid to Defendant MARIA CARMELITA DEJESUS ENDOZO shall be paid within fourteen (14) calendar days following the entry of this Order, shall be made payable to "The Law Offices of John N. Kitta's Attorney's Trust Account" and shall be provided to said payee, care of John N. Kitta, Esq., The Law Offices of John N. Kitta & Associates, 39560 Stevenson Place, Suite 217, Fremont, CA 94539-3074.

IT IS FURTHER ORDERED that each Party shall bear their own attorneys' fees and costs of suit incurred relating to and in the Action.

///

///

///

1 **IT IS FURTHER ORDERED** that within ten (10) days after the Proceeds have been
2 distributed as set forth hereinabove, the above-entitled action, U.S.D.C. N.D. Cal. Case No. C10-
3 05777 JSW, including both the operative Second Amended Complaint filed by PLAINTIFFS and
4 the Cross-Claim in Interpleader filed by PRUDENTIAL, shall be dismissed in their entirety with
5 prejudice pursuant to Rule 41(a) of the Federal Rules of Civil Procedure.

6
7
8 Dated: June 8, 2011


Hon. Jeffrey S. White
United States District Court Judge